



**COUNTY OF LOS ANGELES
DEPARTMENT OF BEACHES AND HARBORS**



STAN WISNIEWSKI
DIRECTOR

KERRY GOTTLIEB
CHIEF DEPUTY

September 17, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND
CALIFORNIA CONSERVATION CORPS TO ESTABLISH INTER-AGENCY
COOPERATIVE EFFORTS
(3rd AND 4th DISTRICTS)(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this action is exempt from the California Environmental Quality Act (CEQA).
2. Approve and authorize the Chairman to execute the attached three-year Inter-Agency Cooperative Agreement (the Agreement), and authorize the Director of Beaches and Harbors to negotiate and execute project agreements and related documents for individual projects, with a limitation of \$300,000 for any fiscal year, consistent with the terms of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Agreement will enable the Director of the Department of Beaches and Harbors (Director) to negotiate and execute project agreements and other required documents with the California Conservation Corps to carry out projects at Marina del Rey and County-operated beaches employing at-risk youth.

Pursuant to the terms of the Safe Neighborhood Parks Proposition (Prop. A), approved by the voters in 1992 and 1996, the Department of Beaches and Harbors is authorized

to expend \$2.6 million on employment of at-risk youth. The Department also consistently looks for means to enhance the service it delivers to the public at Marina del Rey and at County-operated beaches, including through greater cost effectiveness. Under the proposed Agreement, both of these objectives can be partially met through services provided by the California Conservation Corps to the Department of Beaches and Harbors, on an as-needed basis.

Implementation of Strategic Plan Goals

The proposed Agreement will employ at-risk youth to work on projects at Marina del Rey and at County-operated beaches at a cost savings, thereby furthering the goals of Fiscal Responsibility and Children and Families Well Being.

FISCAL IMPACT/FINANCING

There will be no fiscal impact to the County resulting from this action. No funding or financial obligation is created as a consequence of executing this Agreement. Any funding necessary for California Conservation Corps projects will be drawn from the Board-approved operating budget for the Department of Beaches and Harbors, at the discretion of the Director, within the monetary limitation set by the Agreement, which is \$300,000 within any fiscal year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to the Safe Neighborhood Parks Proposition (Prop. A), the County of Los Angeles is authorized to spend public funds on employment of at-risk youth. The California Conservation Corps provides training in job skills and environmental education to youth in California through involvement in projects that preserve, maintain and enhance environmentally important lands and waters. The California Conservation Corps may execute contracts for furnishing its services to any federal, state, or local agency. The Agreement will enable the Department of Beaches and Harbors and the California Conservation Corps to develop projects at beach and Marina-related facilities and enter into further agreements to carry out projects that include repair, maintenance and improvement projects that benefit the public's use and enjoyment of beach and/or Marina facilities, and landscaping and native revegetation projects throughout the Department's properties.

The Agreement is for three years but may be terminated upon 30 days' written notice by either party.

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The Agreement has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on other County services or projects.

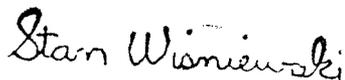
ENVIRONMENTAL DOCUMENTATION

This action is exempt from CEQA pursuant to State CEQA Guideline Section 15061(b) (3) because it can be seen with certainty that there is no possibility that this action will have a significant effect on the environment. Any projects to be considered pursuant to the terms of the Agreement will undergo the applicable CEQA review prior to their construction or implementation.

CONCLUSION

Upon approval, please return two executed copies of the Agreement and one copy of this letter to the Department of Beaches and Harbors.

Respectfully submitted,



Stan Wisniewski
Director

Attachments Agreement (2)

c: Chief Administrative Officer
 County Counsel
 Auditor-Controller
 Executive Officer

**AGREEMENT TO ESTABLISH INTER-AGENCY
COOPERATIVE EFFORTS BETWEEN
RESOURCES AGENCY, CALIFORNIA CONSERVATION CORPS
AND THE COUNTY OF LOS ANGELES**

This AGREEMENT (the "Agreement") is entered into on _____, 2002 by and between the RESOURCES AGENCY, CALIFORNIA CONSERVATION CORPS, an agency of the State of California ("CCC"), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"). Each of the public agencies executing this Agreement may hereinafter be individually referred to as "Party" or collectively as "Parties."

I. RECITALS

A. WHEREAS, the County is empowered by law to establish, operate, and maintain public recreation facilities for the use and enjoyment of the public; and

B. WHEREAS, the County, pursuant to the Safe Neighborhood Parks Proposition, is authorized to spend public funds on employment of at-risk youth; and

C. WHEREAS, the CCC is a state agency empowered by law to provide training in job skills and environmental education to young men and women of California through a program which includes projects in public service work, including conservation work; and

D. WHEREAS, the CCC, pursuant to Public Resources Code Section 14306(g), may execute contracts for furnishing the services of the CCC to any federal, state, or local agency concerned with the objectives of the CCC.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the CCC and the County and of the premises herein contained, it is hereby agreed as follows:

II. AGREEMENT

A. Purpose.

This Agreement is made for the express purpose of creating a nonexclusive procedure for the development of joint programs by the Parties which shall facilitate projects at Los Angeles County Department of Beaches and Harbors (the "Department") facilities in Marina del Rey and on County-operated beaches utilizing the CCC's at-risk youth employment. This Agreement will allow the Department and the CCC to develop projects and enter into further agreements to carry out those projects ("Project Agreements").

In accordance with Section 14304 of the Public Resources Code, projects performed by the CCC under this Agreement shall be directed toward providing opportunities to the public for the use of natural resources, while at the same time providing young men and women with an opportunity for personal development in a variety of basic skills. Projects shall be undertaken in both beach and Marina areas and shall be selected on the basis of the environmental and natural resource benefits each offers, the opportunities for public use each offers, and the on-the-job training values of each. Specifically, the County and CCC contemplate, among others, the following types of projects to be performed under this Agreement:

1. Repair, maintenance, and improvement projects that benefit the public's use and enjoyment of beach and/or Marina facilities; and
2. Landscaping and native plant revegetation projects throughout the Department's properties.

B. Delegation of Authority.

Authority is hereby delegated to the Director of the Department to enter into Project Agreements with the CCC for projects developed by the Department and the CCC consistent with the purposes of this Agreement as set forth above and the agreements of the Parties as set forth below. The total cost, including labor and materials, of all Project Agreements approved by the Director shall not exceed three hundred thousand dollars (\$300,000) in any given fiscal year.

C. County Responsibilities.

1. Project Development. The Department will work with the CCC in an effort to develop projects consistent with the purposes of this Agreement.
2. Plans and Specifications. The Department will provide the CCC with any plans or specifications necessary to carry out any projects agreed to by the Parties, unless the Project Agreement provides that the CCC shall prepare plans and specifications.
3. Materials and Equipment. The Department will provide all materials and equipment necessary to carry out any projects agreed to by the Parties, unless the Project Agreement provides that the CCC shall provide any necessary materials and equipment.
4. Permits and Approvals. The Department will obtain any necessary permits or approvals required by law for the carrying out of any project contemplated by this Agreement, unless such responsibility is expressly delegated to the CCC in the Project Agreement.
5. Evaluations. The Director or his designee will review all work performed by CCC and provide evaluations of said work on a regular basis.
6. Payments. The Department will pay invoices submitted to the Department by the CCC for

work actually performed in compliance with the provisions of each Project Agreement.

D. CCC Responsibilities.

1. Project Development. CCC will work with the Department in an effort to develop projects consistent with the purposes of this Agreement.
2. Staffing. CCC will adequately staff projects for the Department with at-risk youth.
3. Supervision. CCC will provide supervision for its at-risk youth employees on all Department projects.
4. Contact. CCC shall designate at least one principal to coordinate the services rendered by CCC. Said principal shall be the primary contact with Department staff.
5. Invoices. CCC shall submit two copies of an invoice to the Department on or before the fifteenth day of each month for any work performed or project materials purchased during the preceding calendar month. Invoices shall identify the Project Agreement number and the service performed and other information necessary to calculate the payment for the work.
6. Compliance with Laws. CCC and its employees and agents shall comply with all applicable federal, state, county and city laws, rules, regulations, ordinances or codes, and all provisions required by these laws to be included in this Agreement and the Project Agreements are incorporated by reference.
7. Indemnification and Insurance.
 - (a) Indemnification: CCC shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CCC's acts and/or omissions arising from and/or relating to this Agreement.
 - (b) General Insurance Requirements: Without limiting CCC's indemnification of County and during the term of this Agreement, CCC shall provide and maintain the programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at CCC's own expense. Evidence of a program of self-insurance which designates County as an additional covered party will be

accepted. If commercial insurance is utilized, insurers shall have an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

1. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Joseph Chesler, Chief of Planning, at the address identified in E.2. below prior to commencing services under this Agreement. Such certificates or other evidence shall:

- a. Specifically identify this Agreement.
- b. Clearly evidence all coverages required in this Agreement.
- c. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

(c) Required Insurance Coverages and Limits:

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CCC is responsible. If CCC's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CCC is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

9. Nondiscrimination.

(a) CCC certifies and agrees that all persons employed thereby, and/or the affiliates, subsidiaries or holding companies thereof, are and shall be treated equally without regard to or because of race, religion, ancestry, national origin or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the State Fair Employment Practices Act.

(b) CCC certifies and agrees that subcontractors, bidders and vendors thereof are and shall be selected without regard to or because of race, religion, ancestry, national origin or sex.

(c) All employment records shall be open for inspection and reinspection at any reasonable time during the term of this Agreement for the purpose of verifying the practice of nondiscrimination by the CCC in the areas heretofore described.

(d) The sum of Five Hundred Dollars (\$500) is hereby agreed upon as the fair and reasonable amount of damages that will be sustained by the County for breach of the promises on nondiscrimination herein contained. Said amount has been set by the parties hereto as fair and reasonable in recognition of the difficulty in fixing actual damages arising from such a breach.

10. Consideration of Hiring Participants of the Greater Avenues for Independence ("GAIN") Program. Should CCC require additional or replacement personnel after the effective date of this Agreement, CCC shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' GAIN Program who meet CCC's minimum qualifications for the position. The County will refer GAIN participants by job category to CCC.

11. County Lobbyists. CCC and each County Lobbyist or County Lobbying Firm as defined in the Los Angeles County Code, Section 2.160.010, retained by CCC shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CCC or any County Lobbyist or County Lobbying Firm retained by CCC to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.

E. It is Mutually Understood and Agreed as Follows:

1. Term. This Agreement will remain in effect for a period of three (3) years, unless terminated by one of the Parties by giving thirty (30) days' written notice of the decision to terminate this Agreement.
2. Notices. Notices, including invoices, shall be sent to County addressed as follows:
County of Los Angeles
Department of Beaches and Harbors
13837 Fiji Way
Marina del Rey, California 90292
Attn: Joseph Chesler
Chief of Planning

Notices and payments shall be sent to CCC addressed as follows:

California Conservation Corps
4366 S. Main Street
Los Angeles, CA 90037
Attn: Glenn Stuter
Conservation Supervisor

Either party may designate in writing any other address where notices may be sent.

3. Independent Contractor.
 - (a) The County and CCC agree and acknowledge that all services hereunder shall be performed by CCC as an independent contractor and CCC shall not be considered an employee of County. This Agreement is by and between CCC and the County and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between the County and CCC.
 - (b) CCC understands and agrees that all persons furnishing services to the County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of CCC and not of the County.
 - (c) CCC shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of CCC pursuant to this Agreement.
4. Payment Limitation. The not-to-exceed amount of \$300,000 per fiscal year does not obligate

the County to pay CCC any amount or amounts pursuant to this Agreement, except as set forth in Project Agreements entered into by the Parties pursuant to section 9, below. County may, at any time and for any reason, cancel performance of the services requested pursuant to this Agreement by written notice to CCC, and will only be responsible for compensating CCC for authorized work already performed by CCC up to the date of said written notice.

5. Limitation on County's Obligation in Case of Non-Appropriation of Funds. The County's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. All funds for payments after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. In the event the County does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.
6. Assignment. CCC's rights, obligations, and duties under this Agreement shall not be assigned in whole or in part without the express consent and written approval of the County.
7. Subcontracting. None of the work or services covered by this Agreement shall be subcontracted in any manner without the prior written approval of the County.
8. Modification of Agreement. This Agreement is subject to modification and amendment by mutual written agreement between County and CCC.
9. Project Agreements. This Agreement contemplates that the Parties hereto will enter into subsequent Project Agreements to carry out specific projects consistent with the terms and conditions of this Agreement and its stated purpose. All such Project Agreements shall reference this Agreement and by reference incorporate all of the terms and conditions herein. Should there be any conflict between the terms and conditions of this Agreement and any subsequent Project Agreement entered into between the Director and the CCC, the terms and conditions of this Agreement shall govern.
10. Invalidity or Illegality. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid, or illegal.
11. Termination for Improper Consideration.

(a) County may, by written notice to CCC, immediately terminate the right of CCC to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CCC, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or any Project Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or any Project Agreement. In the event of such termination, County shall be entitled to pursue the same

remedies against CCC as it could pursue in the event of a default by the CCC.

(b) CCC shall immediately report any attempt by a County officer or employee to solicit improper consideration. The report shall be made either to the County manager with supervision of the employee or to the Auditor-Controller's Employee Fraud Hot Line at (213) 974-0914 or (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

12. County Child Support Compliance Program. CCC has submitted to the County the written certifications attached hereto as Exhibits "A" and "B" and incorporated herein by this reference, in compliance with the County's Child Support Compliance Program.

(a) CCC's Warranty of Adherence to County's Child Support Compliance Program. CCC acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Care Compliance Program (County Code Chapter 2.200) and without limiting CCC's duty under this Agreement to comply with all provisions of law, CCC warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

(b) Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of CCC to maintain compliance with the requirements set forth in section 12(a) shall constitute a default by CCC under this Agreement or any Project Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Agreement or any Project Agreement pursuant to this section.

13. Compliance With Jury Service Program.

(a) Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in

Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

(b) Written Employee Jury Service Policy.

1. Unless CCC has demonstrated to the County's satisfaction either that it is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that it qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CCC shall have and adhere to a written policy that provides that its employees shall receive from CCC, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with CCC or that CCC deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the contract, the subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If CCC is not required to comply with the Jury Service Program when the Agreement commences, CCC shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CCC shall immediately notify County if CCC at any time either comes within the Jury Service Program's definition of "Contractor" or if CCC no longer qualifies for an exception to the Program. In either event, CCC shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that CCC demonstrate to the County's satisfaction that CCC either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CCC continues to qualify for an exception to the Program.
4. CCC's violation of this section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole

discretion, terminate the Agreement and/or bar CCC from the award of future County contracts for a period of time consistent with the seriousness of the breach.

14. Contractor Responsibility and Debarment.

(a) A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

(b) CCC is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the CCC on this or other contracts which indicates that the CCC is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the CCC from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the CCC may have with the County.

(c) The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

(d) If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(e) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

(f) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

(g) These terms shall also apply to subcontractors of County Contractors.

IN WITNESS THEREOF, County and CCC, by their duly authorized representatives, have caused this Agreement to be executed on the day, month and year first written above.

CALIFORNIA CONSERVATION CORPS

BY Wallis Huggins
District Director,
Los Angeles Service District

COUNTY OF LOS ANGELES

BY _____
Chairman, Board of Supervisors

Violet Varona-Lukens, Executive Officer,
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By: Lloyd W. Pellman
Deputy